

Fill in this information to identify the case.

Debtor 1 MARTE, SERGIO ANTONIO

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN District of PENNSYLVANIA

Case number 17-15856-JKF

## Official Form 410

# Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 603.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

### Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>TD RETAIL CARD SERVICES</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>		
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>		
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>TD RETAIL CARD SERVICES</u> <u>c/o CREDITORS BANKRUPTCY SERV</u></p> <p>Name _____</p> <p><u>P. O. BOX 800849</u> Number Street</p> <p><u>DALLAS, TX 75380</u> City State ZIP Code</p> <p>Contact phone <u>(972) 644-1127</u></p> <p>Contact email _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Name _____</p> <p>Number Street</p> <p>City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>	<p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</p> <p>_____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>4</u></p> <p style="text-align: right;">Filed on <u>10/11/2017</u> MM/DD/YYYY</p>		
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>		

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 8 3 0

7. How much is the claim? \$ 12,547.00. Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

GOODS SOLD

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☒ Other. Describe: ROLEX

**Basis for perfection:** PMSI

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 12,547.00

Amount of the claim that is secured: \$ 12,547.00

Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual interest rate (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

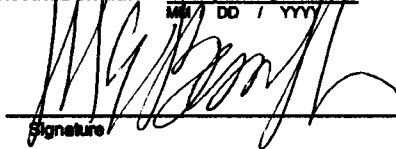
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/02/2018

  
Signature

Print the name of the person who is completing and signing this claim:

Name M. E. BENNETT

First name

Middle name

Last name

Title AGENT FOR CREDITOR

Company CREDITORS BANKRUPTCY SERVICE

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 15660 DALLAS PARKWAY, SUITE 300

Number

Street

DALLAS

City

TX

State

75248

ZIP Code

Contact phone 972-644-1127

Email

ASSD ( ) TD RETAIL CARD SERVICES PAGE 01 08/31/2017  
STATEMENT DISPLAY 14:15:07

ORG 100 ACCOUNT [REDACTED] 0830 LOGO TOURNEAU

MARTE, SERGIO MEMO DR 0 .00 CR 0 .00 BAL 13028.00

		CURRENT	08/15/2017	07/17/2017	06/15/2017	05/15/2017
PURCHASE	0	.00	.00	.00	.00	.00
PAYMENTS	0	.00	456.00	472.00	1000.00	525.00
FIN CHGS	0	.00	.00	.00	.00	.00
OTHER DB	2	481.00	.00	.00	.00	.00
OTHER CR	0	.00	.00	.00	.00	.00
RETURNS	0	.00	.00	.00	.00	.00
DISPUTES	0	.00	.00	.00	.00	.00
DISPU REL	0	.00	.00	.00	.00	.00
PAST DUE		.00	.00	.00	.00	.00
TOTAL DUE		896.00	440.00	456.00	472.00	507.00
BALANCE		13028.00	12547.00	13003.00	13475.00	14475.00

ACTION C/P ( ) ( ) ( ) ( )

DATE PMT DUE	09/15/2017	CTA REASON	00	DATE OPEN	04/16/2014
DATE LAST PUR	03/27/2017	COLLECTOR ID		NBR PLANS	02
DATE LAST PMT	08/10/2017	DATE IN COLL	00/00/0000	VALID CARDS	00
BLK 1 DATE	03/27/2017	LAST DELINQ	11/15/2016	CR LIMIT	0
BLK 2 DATE	11/27/2015	LAST REAGE	00/00/0000	LAST CR LMT	08/17/2017
CARD EXPIRE	00/0000	RECENCY 1	CYC DUE 1	PR YR FC	.00

PF1=ASMU PF2=ASMW PF3=\*TOP\* PF4=ASHI PF5=\*BWD\* PF6=\*FWD\*

This claim includes finance  
charges and/or other charges  
of \$ 25.00 in addition  
to principal. [REDACTED]  
[REDACTED]

**Sale Receipt**

Date 03/27/2017

Authorization Code 000594  
Account Number \*\*\*\*\*0830  
Customer Name SERGIO MARTE  
Finance Program Toumeau

Invoice Number 19855085  
MerchantID 189001  
Store No. 189049  
Credit Plan 18921

Model	Mfr. Invoice No.	Description	Quantity	Item Price	Sale Price
Serial No.	Reference No.				
Rolex		Purchase	1	15,000.00	15,000.00
9982398	49489, 145734				

Sub Total \$15,000.00  
Sales Tax \$0.00  
Total \$15,000.00  
Down Payment \$0.00  
Amount Financed \$15,000.00

Signature .....

Deferred Interest with Standard Monthly Payments: No Interest if paid in full in 18 month(s). Interest charges accrue from the date of purchase until the end of the promotional period. If the original purchase amount and any applicable fees or charges are not paid in full by the end of the promotional period, you will be charged all interest that has accrued from the date of your purchase at the standard APR for purchases. Making only the required minimum payment each month will not pay off the balance in time.

By signing, I acknowledge and agree to the purchase amount in accordance with the terms of this Sales Memorandum and Cardholder Agreement applicable to the account number above. I agree and acknowledge that the terms of any Promotional offer indicated herein apply to this purchase only.

Note: Terms and fees for dealer provided financing do not apply to TD Financing.

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The Plaza at King of Prussia  
160 North Gulph Rd Suite 1078A  
King of Prussia, PA 19406

610-491-8801

SLC 3/27/2017 860490 145734 11:55AM

Clerk: 889 Str: 190

SERGIO MARTE 49033248 CB

SLSP: 489 Aaron Soowal

09982398 M116515LN-0003 1 24,480.00

ROL01 DAYTONA 8R CMBZ IVS BKDPY

WPP34015 1 1,700.00

WPP3 3YR TIMEPIECE PROTECTION

3YR TIMEPIECE PROTECTION FOR

ROL0117966

Ser # 9982398 PRICE \$24480.00

TKT#145734 LN#1 DATE 3/27/2017

WARRANTY PLAN #180344 EXPIRES

3/27/2020

ROLGP00002 RP4145-CHROME 0.00

ROLGP CHROMED POCKET MIRROR

Subtotal 26180.00

Tax: 1,570.80

Total: 27,750.80

TD921 Tender ends with 0830 15,000.00

Credit Slip: 12,750.80

Redeemed Certif. # 17145732 for -12,750.80  
(New Balance: 0.00)

Total Paid: 27,750.80

EXCHANGES OR MERCHANDISE CREDIT (WITHIN 7 DAYS ONLY) PROVIDED MERCHANDISE HAS NOT BEEN WORN, ALTERED, SPECIAL ORDERED OR PURCHASED ON SPECIAL SALE AND IS ACCOMPANIED BY BOX AND WARRANTY MATERIALS. ALL CLAIMS, RETURNS, BATTERY REPLACEMENT OR WARRANTY SERVICE MUST BE ACCOMPANIED BY THIS INVOICE. NO REFUNDS.

Signature:

THANK YOU

Date 03/27/2017

Invoice Number 19855085

MerchantID 189001

Store No. 189049

Credit Plan 18921

Ice No.	Description	Quantity	Item Price	Sale Price
ce No.				
45734	Purchase	1	15,000.00	15,000.00

Sub Total \$15,000.00

Sales Tax \$0.00

Total \$15,000.00

Down Payment \$0.00

Amount Financed \$15,000.00

*Sub*

nts: No Interest if paid in full in 18 month(s). Interest charges accrue from the date of 1. If the original purchase amount and any applicable fees or charges are not paid in full a charged all interest that has accrued from the date of your purchase at the standard minimum payment each month will not pay off the balance in time.

chase amount in accordance with the terms of this Sales Memorandum and Cardholder ove. I agree and acknowledge that the terms of any Promotional offer indicated herein

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**Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your drivers license or other identifying documents.

### Truth In Lending Disclosure

ANNUAL PERCENTAGE RATE	21.00% (.0575% Daily Periodic Rate)
VARIABLE PERCENTAGE RATE INFORMATION	The APR may vary. The rate is determined quarterly by adding 11.49% ("Margin") to the highest domestic Prime Rate published in <i>The Wall Street Journal</i> as of the third Tuesday of March, June, September and December of each year.
Grace Period for repayment of the balance of purchases	24 Days from Statement Closing Date
METHOD OF COMPUTING THE BALANCE FOR PURCHASES	Average Daily Balance (including new purchases)
Annual Fee	\$0.00
Late Fee	\$29 if outstanding balance is less than \$1,000 or \$35 if outstanding balance is greater than or equal to \$1,000.
Minimum Monthly FINANCE CHARGE	\$1.00

The information about the costs of the credit card described in this Application is accurate as of October 2006 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

#### RETAIL REVOLVING CREDIT AGREEMENT

"I," "me" and "my" mean the borrower(s). If approved, my credit card would be issued by Shoppers Charge Accounts Co., a division of TD Banknorth, N.A. ("you," "your" or the "Bank"). If a credit card is issued, I will be provided with my initial credit limit at the time I receive my credit card. I understand that the Bank may change my credit limit from time to time, either at my request (if the Bank approves my request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to me at any time without prior notice. I may use my credit card to obtain advances under this Agreement, in an amount up to my available credit (the difference between my credit limit and my outstanding balance), as long as the Bank has not terminated my right to obtain additional advances. I agree to pay for all purchases made by me and/or others as authorized by me.

I authorize the Bank to obtain credit reports in connection with this Application and from time to time in connection with the review of my account, or any update, extension or renewals of my account, and for the purposes of collection of my account. I authorize the Bank to verify with others any information contained in this Application and to provide information about its transactions with me to third parties (including consumer reporting agencies) for lawful purposes.

I UNDERSTAND YOU MAY REPORT INFORMATION ABOUT MY ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON MY ACCOUNT MAY BE REFLECTED IN MY CREDIT REPORT.

1. Finance Charge: I will not have to pay a periodic Finance Charge on purchases if I pay my New Balance in full by the Payment Due Date shown on my current statement, which shall not be less than 24 days after the close of the billing cycle. Otherwise, Finance Charges will accrue from the date of the transaction (or, at the Bank's option, from the date they are posted to my Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in section 8 below. The Bank will use the Average Daily Balance method to compute the FINANCE CHARGE. The FINANCE CHARGE on my account is figured by applying the Daily Periodic Rate to the AVERAGE DAILY BALANCE of the outstanding purchase transactions (including current transactions) that are subject to the Daily Periodic Rate. To get the AVERAGE DAILY BALANCE the Bank takes the beginning balance of such transactions each day and adds any new purchase transactions and unpaid finance charges, and subtracts any payments or credits. This gives the Bank the DAILY BALANCE. Then the Bank adds together all the daily balances for the billing cycle and this total is divided by the number of days in the billing cycle. This gives you the AVERAGE DAILY BALANCE for the transactions in question. There is a minimum FINANCE CHARGE of \$1.00.

2. Variable Rate: The Daily Periodic Rate of Finance Charge (and the corresponding Annual Percentage Rate ("APR")) on my account may vary each calendar quarter. The Daily Periodic Rate of Finance Charge (and corresponding APR) will vary based on the highest domestic Prime Rate as published in *The Wall Street Journal* ("Prime Rate") on the third Tuesday of March, June, September and December. The Bank will calculate the rate by adding 11.49% (margin) to the Prime Rate. The rate is applied to my account on the first day of the billing period following the month in which the Bank calculates the rate. If a Prime Rate is not published on the third Tuesday of March, June, September and December, the Prime Rate will be the Prime Rate published on the next day. The initial Daily Periodic Rate of FINANCE CHARGE (and the corresponding initial APR) is indicated in the table at the beginning of this Agreement under the heading "ANNUAL PERCENTAGE RATE" ("APR"). The Daily Periodic Rate of Finance Charge (and corresponding APR) may increase if the Prime Rate increases, but the rate will not exceed the maximum rate permitted by applicable law. The Annual Percentage Rate on this account will never be less than 21.00%. The increased Daily Periodic Rate of Finance Charge (and corresponding APR) will apply to new purchases, as well as to the existing balance of my account. If the Daily Periodic Rate of Finance Charge (and corresponding APR) increases, the amount of the finance charge and the Minimum Payment Due may increase.

3. Minimum Payment Due: I agree to pay a Minimum Payment Due which is the greater of \$15.00 or 1/20<sup>th</sup> of the new balance plus any applicable fees and charges as of my Statement Closing Date. If my account includes balances arising from more than one credit plan, the "Minimum Payment Due" will be the sum of the amounts calculated for each credit plan as stated above, plus any amounts past due and any other fees and charges.

4. Late Fee: If the Minimum Payment Due is not received by the Payment Due Date on the statement, the Bank will charge me a late fee of \$29 if my outstanding account balance is less than \$1,000.00, or \$35 if my outstanding account balance is greater than or equal to \$1,000.00. At the Bank's option, such late fee will be immediately due and payable.

5. Returned Check Fee: If I pay with a check and my check is returned to the Bank by my financial institution unpaid or dishonored, the Bank may charge me a fee of \$20.00.

6. Statements; Crediting of Payments: The Bank will send a billing statement to my address on the Bank's records each month if required by federal law. Each minimum payment is due on the Payment Due date shown on the billing statement (which will be at least 24 days after the "Statement Closing Date"). Subject to applicable law, the Bank reserves the right to apply payments to my account in any manner the Bank may choose in its sole discretion. Payments are to be sent to the address designated on the billing statement. Payments received at such address with the return portion of the billing statement by 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM, Monday through Friday (excluding bank holidays) will be credited on the next business day. Credit for payments not received in U.S. dollars, not made in the envelope provided with the billing statement and accompanied by the payment stub which is part of the billing statement, and/or received at the address for payments designated on the billing statement may be delayed up to five (5) calendar days. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If I want to pay with a check that has "payment in full" or some other special notation or instruction on it or with it, I agree to send the payment (including the special notations or instructions) to the Bank at the following address: P.O. Box 731 Mahwah NJ 07430. If I send any such payment to any other address, the Bank may ignore the special notations or instructions, and the Bank's crediting any such check or other instrument to amounts I owe under this Agreement does not mean that the Bank has agreed to the special notations or instructions. I MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. I ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF MY ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.

7. Automated Payments: By calling your automated touch-tone bill payment service at 1-888-382-6665, I will be authorizing the Bank or its agent to automatically initiate a single entry ACH debit to my checking account. I will be required to enter my account number and my zip code for authentication purposes. I further authorize my financial institution to accept these debits and charge them to my checking account. This authorization will be for a single payment only in the amount I enter plus a \$7.00 transaction fee. This is a secure system, and my financial institution information will not be shared for any reason other than for automated payments.

8. Promotional Offers: Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make Promotional Offers. Specific terms of a particular purchase made under a Promotional Offer are as follows, and as may be supplemented by the terms set forth on or with my sales slip at the time of my purchase:

DETACH HERE

90 Days Same As Cash ("SAC"): No payments required during the Promotional Offer period except for any applicable fees and charges. Finance charges will be assessed from the date of purchase if the total purchase price, plus any applicable fees and charges, is not paid in full within the promotional time period and provided any other amounts due on the account are paid as agreed during the promotional period.

6 or 12 Months Same As Cash with Minimum Monthly Payment ("SACMMP"): A Minimum Payment Due is required on the promotional purchase during promotional period. Finance charges will be assessed from date of purchase if the total purchase price, plus any applicable fees and charges, is not paid in full within the promotional period and provided any other amounts due on the Account are paid as agreed during the promotional period. If two consecutive Minimum Payments Due are not made during the promotional period the deferred finance charge status will be revoked and finance charges will be assessed from the date of purchase.

Purchases made under Promotional Offers will be shown separately on my billing statement. I must pay at least the "Minimum Payment Due", if any, (which will include any applicable Minimum Payment Due, fees and charges) shown on my billing statement while any Promotional Offer is applicable. Balances under any Promotional Offer may be combined, at the Bank's option, with balances under my standard terms upon the expiration of any deferred or specified time period applicable to the Promotional Offer. If I default under this Agreement, the Bank may revoke its consent to the deferral of any Minimum Payments Due and/or accrual of finance charges, immediately and without any notice. If I use my account with a Promotional Offer, I acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

9. Security Interest: I hereby give the Bank a security interest in any purchase including Internet, telephone, and mail order purchases made by me or any person I authorize to use the account, and the proceeds thereof, including insurance proceeds. Additionally, I authorize you to file any financing statements showing your security interest in the purchase and proceeds thereof without my signature, or in the event state law requires my signature, I agree to join in executing all necessary financing statements in a form satisfactory to you, and further agree you hold a purchase money security interest in all items purchased with my credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and I agree that my payments will be deemed applied as stated in the Method of Payment section of this Agreement.

10. Entire Agreement: I agree that this Agreement (as amended from time to time in writing) and the Application constitute the final expression of the agreement between me and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between me and the Bank regarding my account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except as expressly provided in this Agreement (with respect to special credit plans). For more information or questions, call 1-800-252-2551.

11. Default: It is further understood that this agreement and all sales arising hereunder shall be owned by the Bank. Upon default in any payment, the entire balance shall be due and payable at the option of the Bank together with collection fees and reasonable attorney's fee to the extent permitted by law. If I fail to pay you on time, or if I file bankruptcy, or if I die or become incompetent, or if I become unemployed or if my employment changes, or if you believe the prospect of payment or ability to realize upon the collateral is significantly impaired, I will be in default and you can require immediate payment of the full balance; in addition to other rights and remedies the Bank has under the law and this agreement.

12. Liability for Unauthorized Use: If my credit card is lost or stolen or if I believe someone may have used my account without my permission, I must notify the Bank at once. I may be liable for the unauthorized use of my account. I will not be liable for unauthorized use that occurs after I notify the Bank by writing to P.O. Box 731 Mahwah NJ 07430 or verbally by calling 1-800-252-2551, of the loss or theft of my card or the possible unauthorized use of my account. My maximum liability is \$50. Subject to any restrictions of applicable law, the Bank may terminate or limit access to my account if I have notified the Bank or the Bank has determined that my card may have been lost or stolen, or that there may be unauthorized access to my account.

13. Authorization: Telephone calls may be made to me using an automatic dialing-announcing device. My telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of my account will signify my consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

14. Governing Law: Applicable federal law and the substantive laws of the State of New Jersey (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

15. Signature: My signature and address on the Application represents my signature and address on this Agreement.

#### NOTICE

- A. I MAY AT ANY TIME PAY MY TOTAL INDEBTEDNESS UNDER THIS AGREEMENT.
- B. I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT OR IF IT CONTAINS ANY BLANK SPACE.
- C. I AM ENTITLED TO A COMPLETELY FILLED COPY OF THIS CREDIT AGREEMENT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. I WILL KEEP IT TO PROTECT MY LEGAL RIGHTS.
- D. THE BANK CAN CHANGE THE TERMS OF, ADD NEW TERMS TO, OR DELETE TERMS FROM THIS AGREEMENT AT ANY TIME BY GIVING ME NOTICE OF THE CHANGE, ADDITION OR DELETION AS REQUIRED BY APPLICABLE LAW. ANY CHANGE, ADDITION, OR DELETION TO THIS AGREEMENT WILL BECOME EFFECTIVE AT THE TIME STATED IN THE NOTICE AND, UNLESS THE NOTICE STATES OTHERWISE, THE CHANGE, ADDITION, OR DELETION WILL APPLY TO ALL OUTSTANDING BALANCES ON MY ACCOUNT AS WELL AS TO NEW TRANSACTIONS.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

#### STATEMENT OF BILLING RIGHTS: YOUR BILLING RIGHTS

"You" and "your" mean the borrower. "We", "us" or "our" mean the Bank.

##### Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Federal Credit Billing Act.

##### Notify Us In Case of Errors or Questions About Your Statement of Account

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write us on a separate sheet at the address listed on the front of your Statement. Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your Name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

##### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including FINANCE CHARGES, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. If we find that we made a mistake on your statement, you will not have to pay any FINANCE CHARGES related to any questioned amount. If we didn't make a mistake, you may have to pay FINANCE CHARGES, and will have to make up any missed payments on the questioned amount, in either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

##### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state, or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.